

**TUNE, ENTREKIN & WHITE, P.C.**

ATTORNEYS AT LAW

THOMAS V. WHITE  
JOHN W. NELLEY, JR.  
THOMAS C. SCOTT  
PETER J. STRIANSE  
HUGH W. ENTREKIN  
BEN H. CANTRELL \*  
JOHN P. WILLIAMS \*  
LESA HARTLEY SKONEY  
JOSEPH P. RUSNAK  
TODD E. PANTHER  
SHAWN R. HENRY  
T. CHAD WHITE

AM SOUTH CENTER  
SUITE 1700  
315 DEADERICK STREET  
NASHVILLE, TENNESSEE 37238

TEL (615) 244-2770 FAX (615) 244-2778

RECEIVED

2004 DEC -1 AM 10:30

TRA DOCKET ROOM  
TRA DOCKET ROOM

JOHN C. TUNE  
1931 1983

ERVIN M. ENTREKIN  
1927 1990

*Of Counsel*  
WM. THOMAS McHUGH  
F. CLAY BAILEY, JR.  
JOHN D. FITZGERALD, JR.

\* Rule 31 listed General Civil Mediator

November 30, 2004

**Via Hand Delivery Only**

Chairman Pat Miller  
c/o CAROL TIMBERLAKE  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

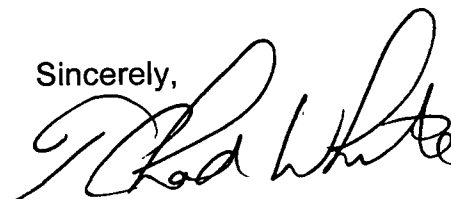
RE: Cartwright Creek, LLC - Petition to Transfer Authority  
TRA Docket No. 04-00307

Dear Chairman Miller:

Pursuant to the request made by Director Jones during the hearing on November 8, 2004 regarding the above-referenced Petition please find enclosed an original and three copies of the current Cartwright Creek Tariff, which has been revised as directed to reflect the transfer of ownership to Cartwright Creek, LLC. I have also sent an electronic copy of the revised tariff to Pat Murphy for the TRA's convenience.

Thank you. Please contact me, if anything further is needed.

Sincerely,



T. Chad White

TCW/ab  
Enclosures

H:\CWhite\Sheaffer (Waterbridge) 14124 01\lr Miller 11 30 04 wpd

**CARTWRIGHT CREEK, LLC**

**TARIFF**

**Effective 10/1/98**

**CARTWRIGHT CREEK, LLC**

**FLAT MONTHLY SEWER SERVICE BILLING**

**Residential, Condominium, House, or Apartment.**

1 – Bedroom.....	\$20.35
2 – Bedroom.....	\$25.71
3 – Bedroom .....	\$29.99
4 – Bedroom....	\$34.82
5 – Bedroom.....	\$39.10

**Non-Residential:**

Charge per 1,000 gallons per month (actual or assumed flow) .....	\$3.31
Minimum monthly charge... ..	\$6.00

**TAP FEES<sup>1</sup>**

**Residential:**.....\$2,750.00

**Non-Residential:**

Charge per gallon per day (Computed by multiplying the peak monthly Usage during the first year by 12 divided by 365 days.).....	\$7.86
--	--------

<sup>1</sup>Effective date for Tap Fees 6/1/93  
Effective date for Monthly Sewer Fees 10/1/98

**RULES AND REGULATIONS**  
Governing the Sewerage and Sewage Treatment System of  
**CARTWRIGHT CREEK, LLC**

**Statement of Purpose**

The general purposes of these rules and regulations are:

1. To establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of Cartwright Creek, LLC.
2. To provide standards and procedures for:
  - a. Acceptable sewage characteristics
  - b. Excessive sewage volume
  - c. Engineering design standards
  - d. Construction and inspection requirements
  - e. Quality of materials.

**Definition of Terms**

1. Company – The word Company shall mean the Cartwright Creek, LLC
2. Engineer – The word Engineer shall mean the consulting engineer of the Cartwright Creek, LLC.
3. Customer – The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage services by the Company.
4. Property – The word Property shall mean all facilities owned and operated by the company.

5. Commission – The word Commission shall mean the Tennessee Public Service Commission.

6. Trunk Sewer – The words Trunk Sewer shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from many tributary branches and terminates at the sewage treatment plant.

7. Collector Sewer – The words Collector Sewer shall mean those sewers running within the development and conveying the sewage to the trunk sewer.

8. Lateral Sewer – The words Lateral Sewer shall mean those sewers extending from the Collector Sewer to the property line of the Customer.

9. Building Sewer – The words Building Sewer shall mean that sewer extending from the Customer's property line to his place of business or residence.

#### Authorization of Rules and Regulations

The Cartwright Creek, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and Necessity issued by the Tennessee Public Services Commission on \_\_\_\_\_, 1974, under Docket No. \_\_\_\_\_, submits the following statement of its rules and regulations in compliance with Rule 602.2

#### Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of the Cartwright Creek, LLC.

#### Utility Items on Private Property

The Company shall not furnish on or maintain any items or appurtenances for sewer

service on the customer's premises without Execution of an agreement for an easement or encroachment. No property of the Company shall be located on the premises of customers except the sewer shut-off valve, and the Company shall be responsible for the shut-off valve. The Building Sewer shall be maintained by the Customer.

#### Discontinuance of Service

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For adding to the Property or fixtures without notice to the Company
4. For failure to protect the connections, service lines, or fixtures in good order.
5. For molesting any service pipes or any property of the Company in any way

whatsoever

6. Vacancy of premises.
7. For violation of any rules of the Company.
8. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

#### Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15<sup>th</sup> day of each month for which a bill has been rendered. After twenty (20) days non-payment after the first day of the month in which the bill is payable, the Company may shut-off the customer's service, provided, however, the Company will give the customer an additional fifteen (15) days' notice before discontinuation. A fee of Ten and No/100 (\$10.00) Dollars will be charged for

disconnection and a Fifteen and No/100 (\$15.00) Dollars fee will be charged for reconnection of service, plus the actual cost of remedying any damage to the shut-off valve or other facilities. No service shall be turned on again if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees.

#### Change in Ownership, Tenancy of Service

A new application and agreement must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

#### Security Deposits

Each new Customer, before connection or reconnection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer. Interest of six (6%) percent will be paid on any such refundable deposit.

#### Engineering, Materials and Construction Standards

1. General – This specification covers the type of sewer pipe required for various design conditions of sewers constructed by developers. The requirements called for are minimum in all cases. Bedding conditions and class of pipe are the responsibility of the design engineer in cases of unusual or excessive trench loads. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Public Health in addition to this specification. Where conflicts exist, this specification shall govern.

2. Velocity Conditions – For velocities greater than fifteen (15) feet per second, pipe

shall be case iron with mechanical joints and concrete anchors. For velocities equal to or less than 2.5 feet per second and pipe sizes from six (6) inches to fifteen (15) inches nominal inside diameter, pipe shall be vitrified clay. For velocities greater than 2.5 feet per second and up to fifteen (15) feet per second, pipe may be either concrete or vitrified clay.

Velocities shall be calculated from Kutter's Formula for an "n" value of 0.013 for circular pipes flowing full.

3. Concrete Pipe – All concrete pipe and fittings twelve (12) inches in diameter and larger shall be reinforced concrete culvert, storm drain and sewer pipe conforming to the latest requirements of ASTM Standard Specification, Serial Designation C-76. The class of pipe shall be as shown on the plans or specified.

All concrete pipe and fittings less than twelve (12) inches in diameter shall be extra strength nonreinforced concrete sewer pipe conforming to the latest ASTM Standard Specifications for Concrete Sewer Pipe, Serial Designation C-14 extra strength.

All concrete pipe and fittings twelve (12) inches in diameter and larger shall have the spigot groove type joint with O-ring rubber gasket conforming to the applicable provisions of ASTM Designation C-443, latest revisions.

All concrete pipe and fittings less than twelve (12) inches in diameter shall have the opposing shoulder type joint with O-ring rubber gasket conforming to the applicable provisions of ASTM Designation C-443, latest revisions.

4 Vitrified Clay Pipe – Vitrified clay pipe and fittings shall be bell and spigot conforming to the latest requirements of ASTM Standard Specification, Serial Designation C-200 for extra strength clay pipe.



Vitrified clay pipe shall have compression type positive friction joints in accordance with the latest requirements of ASTM Specification C-425. The joint material shall be bonded to the pipe at the factory.

5. Infiltration – All pipe shall be tested and inspected for infiltration. Infiltration shall not exceed three (300) hundred gallons per twenty-four (24) hours per inch of pipe diameter per mile of sewer with a maximum allowable of nine thousand (9,000) gallons per twenty-four (24) hours per mile.

The contractor or developer shall furnish all supplies, materials, labor, services, etc. needed to make infiltration or exfiltration tests, including water. No separate payment shall be made for infiltration or exfiltration testing.

Any leakage shall at the direction of the engineer be corrected by removal and replacement of pipe or joint where such leakage exists, until pipelines meet the requirements of the allowable leakage specifications.

#### Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system.

Additionally, if excessive volumes of sewage are received, the Company may require the

Customer to monitor flow volume in order to adjust the flat monthly sewer service rate.

#### Damages

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines, or fixtures, on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Public Service Commission, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. On failure to repair any such leak, the service may be discontinued until repairs are made

#### Inspection

All pipes, valves and fixtures shall at all reasonable hours, be subject to inspection by the Company or its duly authorized agent.

#### In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconveniences as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company.

#### Extension Plan

The Company will furnish sewer services to all property owners whose lands abut the trunk sewer. The sewer service charges and tap fees included in Appendix I do not include costs for constructing collector and lateral sewers. Any collector and/or lateral sewers required to service such abutting properties shall be constructed at the cost of those parties desiring same,

and these sewers shall become the property of the Company, to be credited to the account for contributions in aid of construction. If the said desiring party does not wish to construct his own collector and lateral sewers, the Company may construct his own collector and lateral sewers, the Company may construct them and charge the developer the total project costs for same.

The plans for extension of sewer service shall be phased according to the engineering report attached and made a part of these Rules and Regulations.

Contributions in Aid of Construction  
Advances in Aid of Construction

All contributions and advances, whether in the form of property or cash, shall be increased by a cash payment to the utility, in an amount equal to thirty-three (33%) percent of the contribution or advance. The contribution or advance will be equal to the "original cost" if in the form of property or face value if in the form of cash

Contracts for Service

Each customer before installation of service shall be required to execute on the appropriate forms furnished by the Company:

1. A sewer service contract (Attachment No. 1).
2. The application and contract for sewer tap services (Attachment No. 2)

Customer Billing Forms

All customer billings shall be on a standard form whether residential, commercial or industrial. A copy of the form is attached hereto (Attachment No. 3).

Public Contact

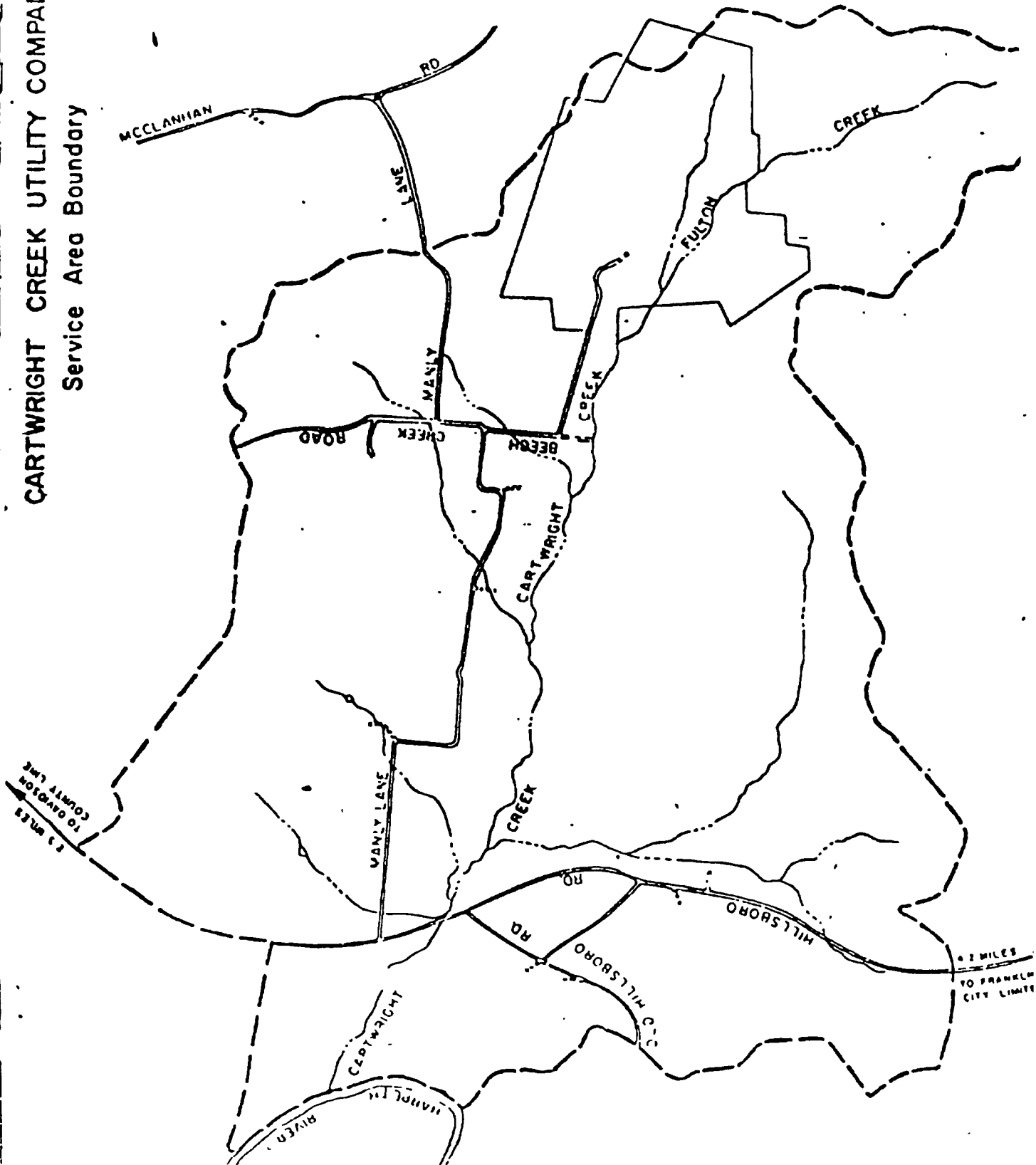
Angie Baxter  
2033 Richard Jones Rd.  
Nashville, Tennessee 37215

Public Service Commission Regulations

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Public Service Commission.

CARTWRIGHT CREEK UTILITY COMPANY

Service Area Boundary



## **APPENDIX**

ON SITE SEWER CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Cartwright Creek, LLC, a Tennessee limited liability company, hereinafter referred to as the Company and hereinafter referred to as the Customer.

WITNESSETH

For and in consideration of the sum or sums of money hereinafter mentioned, the mutual promises of the parties herein contained, and other good and valuable considerations set forth herein, the parties hereto have entered into the following agreement:

The Company hereby agrees to, and will permit the Customer to connect on to the Company's sewer system, at Williamson County, Tennessee, at the location described on the attached plans, subject to the construction of, and the Company's acceptance in writing of, the proposed sewer facilities to which connection is to be made at said location; and to permit the Customer to install the collector system and/or trunk line for service for Customer's development. Customer is to install said sewers, etc., as shown on the plan which is attached hereto as Exhibit A, and the plans and specifications, dated \_\_\_\_\_, as approved by the Company and the Company engineers, which said plans and specifications are attached hereto as Exhibit B, and made a part of this contract

The Customer is to perform all of the necessary work for the installation of said collector system and completely install the same at no cost whatsoever to the Company, all in accordance

with the plans and specifications hereinabove referred to, and for that purpose has entered into a Contract attached hereto as Exhibit C in the amount of \_\_\_\_\_, with \_\_\_\_\_, Contractor for the construction of said sewer system.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the Company, its engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No pipe, fittings, or connection shall be covered until inspected and approved for backfill by the Company.

It is specifically understood and agreed that all installation costs, for said installation, shall be paid for by the Customer. In addition to said installation costs, Customer agrees to and will pay to Company upon the execution of the Contract ten percent (10%) of the cost of said construction, being the sum of \_\_\_\_\_ which is to cover the Company's inspection, overhead, administrative, legal and other service costs

In the event of change in the drawings or plan of the development by written agreement of the parties, prior to the actual installation of the facilities provided for in the plans and specifications, then such change shall be deemed incorporated in this Contract, as though set out verbatim herein, and a copy of said changed plans shall be attached to this Contract and made a part hereof. It is further understood that such changed plans, if any, may be looked to for a total description of the properties conveyed to the Company by the Customer

The Customer further agrees:

(1) That the Customer will immediately repair at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date said lines, pump station, mains, valves, fittings, etc. are accepted in writing



by the Company;

(2) That upon failure of the Customer to take immediate steps to make such repairs, the Company is hereby authorized by the Customer to make such repairs at the cost and expense of the Customer, or to have such repairs made at the cost and expense of the Customer.

(3) That the obligations of the Customer hereunder are in addition to and not in lieu of the obligations of the Customer to pay all Rates, Charges, and Fees and satisfy all obligations set forth in the Company's Schedule of Rates, Charges, and Fees, as approved by the Public Service Commission of Tennessee, which is in effect at the dates such obligations arise.

Tees for all service sewers to the property line of each lot in said development shall be installed by the Developer as a part of the construction contract

The Company retains exclusive right to extend the collector system at any time it sees fit.

Upon the completion of the facilities provided for herein, the Customer hereby represents and warrants that same shall be paid for in full and that no liens or encumbrances shall remain in regard to said facilities or the installation thereof.

By the execution of this Agreement, the Customer hereby represents and warrants that said sewer system will be installed in accordance with the foregoing provisions and the plans and specifications above mentioned, and that any necessary written easement agreements, approved in writing as to form and content by the Company, shall be provided to the Company, including provision for at least ten feet (10') in width on each side of the center line of all sewers installed hereunder other than sewers in the public right-of-way.

It is agreed that the Company shall have exclusive title and ownership of all of said sewers in the development and the Customer hereby conveys to the Company, free and clear of

all encumbrances, all of said equipment and installations dealt with herein without the necessity of any further contract or deed. The Customer shall, upon request of the Company, execute and deliver a Deed of Conveyance of all of said property, suitable acknowledged for registration.

Construction will be completed within ninety (90) calendar days after construction of these facilities is begun, and for each day in excess thereof Customer will pay the Company the sum of TWO HUNDRED DOLLARS (\$200.00) as liquidated damages.

This contract is contingent on payment by Customer of the required tap fees as set forth below at the time of the execution hereof.

In witness whereof, the parties hereto have entered into this Agreement as of the day and date above written

COMPANY

Cartwright Creek, LLC

By: \_\_\_\_\_

CUSTOMER

\_\_\_\_\_

\_\_\_\_\_

## SEWER SERVICE CONTRACT

TO THE CARTWRIGHT CREEK, LLC

The undersigned, being the \_\_\_\_\_ (Owner, Owner's Agent) of the property located at \_\_\_\_\_ (Number and Street) does hereby request a permit to connect a residence to the sewer at said location.

\_\_\_\_\_ Square feet \_\_\_\_\_ Bedrooms

In consideration of the granting of this permit, the undersigned agrees:

1. To accept and abide by all rules and regulations of the Cartwright Creek, LLC, and of all other pertinent County and State regulations.
2. The applicant understands that he will receive a monthly bill from the Company for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies on all bills after the 15<sup>th</sup> day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20<sup>th</sup> day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property, provided, however, applicant shall first be given an additional 15 days' notice. Applicant understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. Applicant understands that the acceptance of this application by the Company is conditioned upon execution of the document creating a lien against applicants' property for non-payment. It is further agreed and understood that discontinuance of service by the Company shall be terminated only in WRITTEN NOTICE to the Company and that this contract shall be in effect at all times pending such notice.
3. No roof drains or other storm water will be connected to or allowed to flow into the sewerage system.

Date \_\_\_\_\_ Signed \_\_\_\_\_

\_\_\_\_\_  
(Address of Applicant)

Contract approved and issued.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
CARTWRIGHT CREEK, LLC

PAYMT MONTH NO      PAYMT NO      ACCOUNT NUMBER

INTEREST

"ON TIME" PAYMENT — DUE ON OR BEFORE

"LATE" PAYMENT — PAY ON OR AFTER

DATE \_\_\_\_\_  
CHECK NO \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BAL AFTER PAYMENT

CARTWRIGHT CREEK UTILITY  
COMPANY, INC.  
2033 RICHARD JONES ROAD  
NASHVILLE, TN 37215

91

BAL BEFORE PAYMENT

PLEASE BE SURE TO SEND THE RIGHT  
COUPON WITH YOUR PAYMENT